

ORRICK, HERRINGTON & SUTCLIFFE LLP

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*Counsel to EDF power solutions, Inc. (f/k/a EDF
Renewables, Inc.)*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

POWIN, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**EDF POWER SOLUTIONS, INC.’S LIMITED OBJECTION TO AND RESERVATION
OF RIGHTS REGARDING NOTICE OF POTENTIALLY ASSUMED EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

EDF power solutions, Inc. (f/k/a EDF Renewables, Inc.) (“EDF”), by and through its undersigned counsel, hereby submits this limited objection and reservation of rights (this “Limited Objection”) in response to the *Notice of Potentially Assumed Contracts and Unexpired Leases* [Dkt. No. 446] (the “Notice”).² In support of this Limited Objection, EDF respectfully states as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Notice.

LIMITED OBJECTION

1. EDF, by and through certain subsidiaries, develops, owns, and operates certain utility-scale battery energy storage projects located throughout the United States (the “Projects”). The Projects include, among others, BigBeau Solar 1 in Kern County, California (the “BigBeau 1 Project”) and Desert Quartzite in Riverside County, California (the “Desert Quartzite Project”).

2. Prior to the Petition Date, EDF’s subsidiary BigBeau Solar, LLC (“BigBeau 1 Owner”) entered into (a) a Battery Energy Storage Supply and Services Agreement – Battery Supplier Direct Agreement (the “BigBeau 1 Supplier Direct Agreement”) with Powin and (b) a Long Term Services Agreement (the “BigBeau 1 LTSA”; together with the BigBeau 1 Supplier Direct Agreement and all other related agreements and amendments thereto, the “BigBeau 1 Contracts”) with Powin pursuant to which Powin agreed to maintain the battery energy storage system (“BESS”) installed at the BigBeau 1 Project.

3. Similarly, prior to the Petition Date, EDF’s subsidiary Desert Quartzite, LLC (“Desert Quartzite Owner”) entered into (a) a Project Supply Order (the “Desert Quartzite Supply Order”) with Powin and (b) a Long Term Services Agreement (the “Desert Quartzite LTSA”; together with the Desert Quartzite Supply Order and all other related agreements and amendments thereto, the “Desert Quartzite Contracts”) with Powin pursuant to which Powin agreed to maintain the BESS installed at the Desert Quartzite Project.

4. On June 9, 2025 (the “Petition Date”)³, the Debtors each commenced a voluntary case for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of New Jersey (the “Court”). No trustee or examiner has been appointed in these Chapter 11 Cases.

³ Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were filed shortly thereafter on June 10, 2025.

5. On June 17, 2025, the Debtors filed the *Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granting Related Relief* [Dkt. No. 88] (the “Rejection Motion”). Pursuant to the Rejection Motion the Debtors sought to reject (a) the BigBeau 1 Supplier Direct Agreement and the BigBeau 1 LTSA, and (b) the Desert Quartzite Supply Order, the Desert Quartzite LTSA, and several related agreements.

6. On July 8, 2025, EDF filed *EDF Power Solutions, Inc.’s Limited Objection to and Reservation of Rights Regarding Omnibus Motion of the Debtors for Entry of an Order (I) Authorizing the Rejection of Legacy Customer Contracts and (II) Granted Related Relief* [Dkt. No. 295] seeking continued access to certain critical, licensed intellectual property and certain resourcing assistance and cooperation from the Debtors. EDF did not, however, oppose the Debtors’ right to reject its contracts with BigBeau 1 Owner and Desert Quartzite Owner as a general matter.

7. On July 18, 2025, the Debtors filed the Notice. The Notice lists (a) the BigBeau 1 Supplier Direct Agreement, and (b) the Desert Quartzite Supply Order and two related agreements as four of the executory contracts to potentially be assumed, each with a cure amount of \$0.00 (the “Incorrect Cure Amounts”). See Notice Ex. A, p. 21.

8. On behalf of BigBeau 1 Owner and Desert Quartzite Owner, EDF hereby objects to the Notice to the extent that the relief sought thereunder conflicts with the relief sought in the Rejection Motion.

9. EDF further objects to the Incorrect Cure Amounts. BigBeau 1 Owner’s and Desert Quartzite Owner’s respective total damages, which must be cured as a condition of assumption or assignment of the BigBeau 1 Contracts or the Desert Quartzite Contracts, as

applicable, under Bankruptcy Code section 365(b), are not yet determined but will be significantly more than zero.

RESERVATION OF RIGHTS

10. EDF expressly reserves all rights under the Bankruptcy Code, the BigBeau 1 Contracts and the Desert Quartzite Contracts, including, without limitation, the right to supplement and/or amend this Limited Objection and/or assert any further objections related to the Notice.

11. EDF further reserves the right to assert any and all other claims against the Debtors arising out of or related to the BigBeau 1 Contracts and/or the Desert Quartzite Contracts and to dispute any proposed assignee's ability to provide adequate assurance of future performance.

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Dated: New York, NY
July 28, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Michael Trentin

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